IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.494 OF 2006

IN

SUMMARY SUIT NO.OF 2572 OF 2005

Vijaya Bank. ...Plaintiff.

vs.

1. Vijay Pralhad Jatkar & others. ...Defendants.

Mr.S.A.Shetty, for Plaintiff.

Mr.Ambar Joshi, for Defendant no.3.

None for defendant nos.1, 2 and 4.

CORAM: D.K.DESHMUKH,J.

DATED: 9th January, 2007.

P.C.:-

1. This summons for judgment is directed only against defendant no.3 who has filed his appearance. The plaintiff-Bank has filed this suit for recovery of loan that was advanced by the plaintiff-bank to defendant nos. 1 and 2. The defendant nos. 3 and 4 are the guarantors. The defendant nos.1, 2 and 4 are served with the writ of

summons. Affidavit of service has been filed. They are not appearing. The defence of the defendant no.3 was that he had pledged three insurance policies with the plaintiff-bank but the plaintiff-bank has not given credit in relation to those LIC Policies. The bank has filed the rejoinder pointing out that for whatever amounts that have been received by the bank from the Life Insurance Company, credit has been given. There is no other defence offered by the defendant no.3. Therefore, the defendant no.3 is not entitled to leave to defend the suit.

2. So far as defendant nos. 1, 2 and 4 are concerned, they are not appearing though they are served with the writ of summons. Therefore, in terms of Order 37 of the Civil Procedure Code, the plaintiff is entitled to judgment against them also. The summons for judgment is disposed of. Suit of the plaintiff-bank is decreed in terms of prayer clause (a) and (b) against all the defendants. Refund of court fees as per rules.